RG-6 Video

Existing rack mounted, 24 port modular 'F'

type patch panel

Category 3 or 5e Voice

Existing Wall mounted 110 blocks

- IBM will provide wire management for a comprehensive, neat completion of work.
- IBM will provide AS BUILT schematics on cabling work performed.

Wiring a Lab within a Room - "In-Wall" (IW) Design

- Lab Design cable drops will not exceed 100' in length and shall not include any core or firewall penetrations for this S.O.W.
- Furnish and install up to thirty-five (35) Category 5e, 4-pair twisted, Plenum solid core
 copper cable drops into a single classroom (Lab). These cable drops will be through
 sheetrock pathways with dropped acoustical ceilings and will be suspended onto Caddy
 Cat.32 "J" Hooks at no more than 5' intervals on red metal or on ceiling support positions but
 not on ceiling grids or ceiling hanging wires.
- Furnish and install up to five (5) Quad-Plex Faceplates of single gang construction for W.A.O. (Work Area Outlet) design to deliver service to the students. These faceplates will be flush mounted into Sheetrock walls utilized with Caddy BB-10's.
- Furnish and install one (1) 2' enclosed lockable cabinet onto a ¾" plywood that has been fire
 retardant treated and is firmly attached to the wall. This Bracket will be grounded to red
 metal as N.E.C. Code.
- Furnish and install one (1) Siemons' 24-port modular patch panel for final central Horizontal connection point.
- Furnish and install one (1) Wire Manager for neat and proper pathway placement.
- Furnish and install up to thirty-five (35) Siemons Angled Max Jacks into faceplates.
- Furnish and install up to sixty (60) Siemons Category 5e Patch Cables in either 1 or 3 meter design for use at the W.A.O. or at the Patch Panel.
- IBM will provide wire management for a comprehensive, neat completion of work.
- AS BUILT schematics on cabling performed will be supplied.

Wiring a Lab within a Room - "Outer-Wall" (OW) Design

- Lab Design cable drops will not exceed 100' in length and shall not include any core or firewall penetrations for this S.O.W.
- Furnish and install up to thirty (30) Category 5e, 4-pair twisted, Plenum solid core copper
 cable drops into a single classroom Lab. These cable drops will run down the outer wall
 with Wiremold proceeding from dropped acoustical ceilings and will be suspended onto
 Caddy Cat.32 "J" Hooks at no more than 5' intervals on red metal or on ceiling support
 positions but not on ceiling grids or ceiling hanging wires.
- Furnish and install up to five (5) Quad-Plex Faceplates of single gang construction for W.A.O. (Work Area Outlet) design to deliver service to the students. These faceplates will be surface mounted onto the outside of the wall utilizing Wiremold and Siemons surface mounted boxes.

- Furnish and install one (1) 2' enclosed lockable cabinet onto a ¾" plywood that has been fire retardant treated and is firmly attached to the wall. This Bracket will be grounded to red metal as N.E.C. Code.
- Furnish and install one (1) Siemons 24-port modular patch panel for final central Horizontal connection point.
- Furnish and install one (1) Wire Manager for neat and proper pathway placement.
- Furnish and install up to thirty five(35) Siemons Angled Max Jacks into faceplates.
- Furnish and install up to sixty (60) Siemons Category 5e Patch Cables in either 1 or 3-meter design for use at the W.A.O. or at the Patch Panel.
- IBM will provide wire management for a comprehensive, neat completion of work.
- AS BUILT schematics on cabling performed will be supplied.

Connecting Campus MC to Portable IC (Inside to Outside Plant)

- Core, drill and install 2 ½' EMT conduit sleeve into main building.
- Install one (1) 12'x12"x8" "J" Junction Entrance Box as an entrance to main building with connection by EMT sleeve entrance.
- Drill and install main building metal attachments (eye or rams head) for aerial figure 8 dead end.
- Drill and install on portable classroom one (1) building metal attachments (eye or rams head) for aerial strand.
- Install one (1) 12'x12"x8" "J" Junction Entrance Box as an entrance to portable classroom building with connection by EMT sleeve entrance.
- From the MC to the IC place one (1) 6-strand Fiber Optics 62.5/125um cable for a backbone connection.
- Furnish and install up to (150') 6mm Strand with all attachments including building aerial attachments
- Install from the MC to the exit of building one (1) 50 pair Category 3 backbone cable.
- At the exit from main building and the portable classroom building a 50 pair primary protector box will be installed and all copper voice cable will be punched down.
- The Category 3 backbone cable will continue from the main building exit primary protectors to the IC entrance primary protectors where the backbone will be punched and then into the 110 block.
- Each IC will have Circa 50 primary pair protection on both ends, with loads.
- IBM will provide wire management for a comprehensive, neat completion of work.
- AS BUILT schematics on cabling performed will be supplied.

Existing Cable Removal

- IBM will include the removal of any abandoned cable left within the schools as a result of the replacement of an existing media with the installation of a new media cable. (Data, Voice or Video)
- Any abandoned cable not replaced by IBM with the installation of a new media cable will be covered with a blank faceplate and the existing cable left within the walls and or ceilings.

D2 Functional Testing

Functional Testing will be performed in conformance with the following:

• Fiber Meter – Transmission and path loss testing (Fiber meter test method). IBM will perform fiber meter testing on all fiber optic cable installed under this SOW. Printed test results will be provided.

<u> 4072 </u>

• Category 5e Cable - Category 5e compliance testing per UL standards. IBM will perform Category 5e testing on the Category 5e cable installed under this SOW in accordance with EIA/TIA standards. Printed test results will be provided.

APPENDIX E UPS EQUIPMENT

Qty	Part #	Description	
200	SU1000RM2U	Rack Mountable UPS w/Powerchute	1000VA

APPENDIX F SIGNATURE PAGE

IBM (we) will provide, and El Paso ISD (you) agree to accept, IBM Services (Services) for "IBM Statement of Work for Cabling" under the terms and conditions of the IBM Customer Agreement and this Statement of Work.

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For Scope of Services, Completion Criteria, Charges and other applicable terms refer to the IBM Proposal for the provisions of El Paso ISD "IBM Statement of Work for Cabling", dated January 17, 2002. IBM is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should El Paso ISD not receive the requested funding for E-rate 5 or should El Paso ISD receive only partial funding, IBM will work with El Paso ISD to incorporate those portions of E-rate 5 funding that can be accomplished based upon available funding. It is specifically understood by IBM and El Paso ISD that no E-rate 5 activity will occur prior to IBM's receipt from El Paso ISD of written authorization to proceed. It is understood by El Paso ISD and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from El Paso ISD to proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003.

This proposal will remain valid through December 31, 2002.

Total Charges: \$7,707,500, which includes travel and living expenses and applicable taxes, which are the responsibility of El Paso ISD.

Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) the *IBM Customer Agreement* (or any equivalent agreement signed by both of us).

Agreed to: El Paso ISD By Authorized Signature) Name JACK S. JOHNS TON	Agreed to International Business Machines Corporation By Mathorized Signature)
<u> </u>	Name MICKAEL PRAT
Date 1-16-02 Customer Number 2716257 Customer Name: El Paso Independent School District	Date /-/6-0~ IBM Customer Agreement No.BN8C298 IBM Office Address:
6531 Boeing Dr.	4487 N. Mesa, Suite 200
El Paso, TX 79925 Project name or identifier EPISD - Cabling	El Paso, TX 79902 El Paso ISD—Statement of Work for Cabling
Services and UPS	Et Paso 150Statement of Work to Cabing
Start Date: July 1, 2002	End Date: <u>June 30, 2003</u>

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EL PASO INDEPENDENT SCHOOL DIS-TRICT

IBM Statement of Work for Internet Access



Prepared for

El Paso ISD

January 17, 2002



International Business Machines Corporation or IBM Global Services El Paso, Texas

The information in this proposal shall not be disclosed outside the EL PASO INDEPENDENT SCHOOL DISTRICT organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, EL PASO INDEPENDENT SCHOOL DISTRICT shall have the right to duplicate, use, or disclose the information to the extent provided by the contract. This restriction does not limit the right of EL PASO INDEPENDENT SCHOOL DISTRICT to use information contained in the proposal if it is obtained from another source without restriction

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STATEMENT OF WORK

Statement of Work - Introduction

This section describes the Services that IBM will provide under the terms of the IBM Customer Agreement (ICA) and this Statement of Work (SOW). Specifically, IBM will provide El Paso Independent School District (El Paso ISD) with a set of customized e-ratable services, with supporting documentation. The details of the Services to be provided are described in this section. These Services will be provided at existing and newly built El Paso ISD locations in El Paso, Texas.

This Statement of Work is comprised of the following sections:

- 1. Assumptions
- 2. IBM Responsibilities
- 3. El Paso ISD Responsibilities
- 4. Deliverable Materials Documentation
- 5. Project Schedule
- 6. Completion Criteria
- 7. Charges

The following are incorporated in and made part of this Statement of Work:

- Appendix A, Deliverable/Documentation Guidelines
- Appendix B, Project Change Control Procedure
- Appendix C, Signature Page

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Schedule, Charges or other terms of this Statement of Work.

This proposal will expire December 31, 2002 unless this date is extended by IBM in writing.

1.0 ASSUMPTIONS

This Statement of Work and IBM's estimates to perform the Statement of Work are based on the following assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure."

IBM is not responsible for developing a new logical network design. The intent of this SOW is to supplement the existing network components using the District's current design and configuration details.

- 1. The networking system environment consists of El Paso ISD's eligible entities.
- 2. No sites affected by IBM's performance under this SOW have been declared as "Historical Buildings."
- 3. El Paso ISD personnel who will be assigned to this project will have the technical skills necessary to participate in the project.
- 4. El Paso ISD and user personnel will be available as described in 3.0, "El Paso ISD Responsibilities."
- 5. El Paso ISD can provide a current and accurate listing of each site.
- 6. Work under this Statement of Work will be performed at sites within the El Paso ISD and will not require travel to sites outside district boundaries.
- 7. Only those services specified in this SOW are to be supplied by IBM. Additional services can be specified via the Project Change Control Procedure detailed in Appendix B.
- 8. Work under this contract will be performed during school hours (7:00 a.m. and 4:00 p.m.) unless otherwise mutually agreed upon by IBM and El Paso ISD.
- 9. Work to be performed at specific sites will be mutually agreed to and scheduled with IBM and El Paso ISD at least ten (10) business days prior to the commencement of the work.
- IBM may use subcontractors in the performance of this Statement of Work.
- 11. IBM and our subcontractor will have unlimited, unrestricted access to all buildings. Any security requirements inclusive of guards, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of El Paso ISD.
- 12. IBM will be provided with access badges, keys and combinations or escorts to perform the work described in this SOW. Any delay encountered due to unavailability of buildings may result in additional charges being incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
- 13. Adequate space will be made available to IBM for the purpose of placing equipment required to provide this service. It is understood by IBM and El Paso ISD that any delay encountered due to insufficient space may result in time delays and additional charges incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
- 14. It is understood by El Paso ISD and IBM that this SOW is based upon the start date provided below. In the event this date is not achieved, IBM reserves the right to extend the projected project completion date on a working day for working day basis, and as mutually

agreed upon by IBM and El Paso ISD via the Project Change Control Procedure detailed in Appendix B.

- 15. It is understood by El Paso ISD and IBM that this SOW and the pricing associated with this SOW are based upon the award of the total proposed SOW described in this document. The work described in this SOW will be performed during one continuous phase.
- 16. El Paso ISD will provide access to the El Paso ISD network for maintenance support.

Exclusions from this Statement of Work

- 1. IBM is not responsible under this SOW for the identification or correction of any existing safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes. If IBM should discover any safety and/or code violations during the course of this project, IBM will notify El Paso ISD of the problem. IBM will not be required to proceed with its work under this SOW until El Paso ISD remedies such violation, nor will IBM be responsible for delays to the work caused by such violation.
- 2. On-going network operations and Coordination are not included in this Statement of Work. IBM would be pleased to respond to El Paso ISD for the addition of these services.
- 3. Relocation and testing of existing computers, telecommunications, or CCTV equipment(s) or systems are not required.
- 4. Removal of existing telecommunications or CCTV cabling is not required.
- 5. Services not specified in this SOW are the responsibility of El Paso ISD.

2.0 IBM RESPONSIBILITIES

2.1 Project Management

Task Description: The objective of this task is to provide technical direction, maintain project control and to establish a framework for project communications, reporting, procedural, and contractual activity for the IBM tasks described. This task consists of the following activities:

- Establish and coordinate IBM efforts with the El Paso ISD Project Manager.
- Develop and maintain work plans for the performance of IBM responsibilities.
- Provide orientation for new project team members.
- Administer the Change Control Procedures.
- Maintain communications and review progress with the El Paso ISD Project Manager and team members during status meetings.
- Prepare and submit written Monthly Status Reports of IBM activities to the El Paso ISD Project Manager.

Completion Criteria: This task will be considered complete when the other tasks identified under IBM Responsibilities have been completed and the Final Status Report has been delivered to the El Paso ISD Project Manager.

Deliverables/Documentation:

Monthly Status Reports

2.2 Perform Site Survey

Description

The objective of this task is to visit the El Paso ISD locations and perform the site survey. The sub-tasks are:

- Verify and correct site general information, if necessary.
- Identify and document site's special considerations:
 - Site's labor requirements and works restrictions (e.g. union vs. Non-union environments, works hours, access restrictions, special condition or limitations) that may affect the site's rollout.
 - Safety regulations as may apply from municipalities
 - Site security requirements
 - Any unusual site conditions (e.g., site to be closed in one week)
- Identify Equipment Room locations and requirements
 - Isolated electrical power circuit availability

- Heating and air-conditioning
- True earth ground availability
- Access security
- Fiber/Telephone circuit connection DS3, T1, ISDN

Completion

This task will be complete for an El Paso ISD location when one (1) copy of the Site Survey Documentation is provided to the El Paso ISD Project Manager.

Deliverable/Documentation

Site Survey Document

2.3 Provide Internet Access

Description: The objective of this task is to provide El Paso ISD with exclusive high bandwidth internet access services for to all eligible locations. This service will provide a minimum of a 100 Mbps full duplex ethernet connection to each eligible campus. The network topology for this service will consist of backbone hub sites as well as distribution hub sites. The sub tasks are:

- Provide high speed internet access for 90 sites.
- Provide fiber installation for 38 sites.

Completion: This task will be complete when IBM has provided the Internet Access to El Paso ISD for the duration of the contract.

Deliverables/Documentation:

None

3.0 EL PASO ISD RESPONSIBILITIES

The responsibilities listed in this section are in addition to those responsibilities specified in the IBM Customer Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by El Paso ISD.

3.1 General Responsibilities

- · Assign a Project Manager to represent El Paso ISD regarding this contract.
- Provide full access to all El Paso ISD school locations as required under this SOW.
- Communicate with appropriate El Paso ISD personnel at your location of the work to take place and obtain their approval if necessary.
- Provide all the necessary closet and/or equipment areas for location of network electronics, racks and cabinets as described within this SOW.
- Provide all necessary power and environmental support to accommodate all IBM and El Paso ISD provided equipment.
- Inform IBM of any change in network requirements in accordance with the IBM Project Change Control Procedure, Appendix B.

3.2 Project Management

Prior to the start of this Statement of Work under the Agreement, El Paso ISD will designate a person, called the El Paso ISD Project Manager, to whom IBM communications will be addressed and who has the authority to act for El Paso ISD in all aspects of the contract.

The El Paso ISD Project Manager's responsibilities include:

- Provide liaison between all project participants.
- Manage the Project Change Control Procedure for El Paso ISD.
- Attend project status meetings.
- Obtain and provide information, data, decisions and approvals, within three working days of IBM's request unless El Paso ISD and IBM agree to an extended response time.
- Help resolve project issues and escalate issues within the El Paso ISD organization, as necessary.
- Permit posting of any notifications required by applicable law for Services provided at your locations.

3.3 Space, Facilities and Utilities

Provide installation facilities for IBM provided equipment. El Paso ISD is responsible for space allocation, HVAC and electrical considerations. El Paso ISD is responsible for providing power, light and water necessary in performance of this project.

3.4 Security and Laws

El Paso ISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by IBM comply.

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3.5 Data Privacy

EPISD agrees to allow IBM and entities within its Enterprise to store and use EPISD contact information, including names, phone numbers, and e-mail addresses, anywhere IBM does business. IBM will process such information only in connection with our business relationship, and IBM reserves the right to provide such information to entities within its Enterprise, and its contractors, Business Partners and assignees performing services under this SOW, for uses consistent with their collective business activities, including communicating with EPISD (for example, for processing orders, for promotions, and for market research).

3.6 Required Consent and Indemnity

EPISD will promptly obtain and provide to IBM Global Services all Required Consents necessary for IBM Global Services to provide the Services described in this Statement of Work. A Required Consent means any consents or approvals required to give IBM Global Services and IBM Global Service's subcontractors the right or license to access, use and/or modify (including creating derivative works) to the hardware, software, firmware and other products that SuperH, Inc. uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

EPISD will indemnify, defend and hold IBM, IBM affiliates, and subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent and copyright infringement) made against IBM, alleged to have occurred as a result of EPISD's failure to provide any Required Consents.

IBM will be relieved of the performance of any obligations that may be affected by EPISD's failure to promptly obtain and provide any Required Consents to IBM.

4.0 DELIVERABLES / DOCUMENTATION

The following items will be delivered to El Paso ISD under this Statement of Work. See Appendix A, "Deliverable/Documentation Guidelines" for a description of each deliverable.

- Monthly Status Report
- Site Survey Document

5.0 SCHEDULE

}

5.1 Project Dates

- Start Date July 1, 2002
- End Date June 30, 2003

5.2 Project Delays

IBM will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of IBM, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond IBM's control or by another cause which you and IBM agree is justifiable, the contract time shall be reasonably extended and the charges adjusted, if necessary, by Change Authorization.

6.0 COMPLETION CRITERIA

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- IBM accomplishes the tasks described in section 2.0, "IBM Responsibilities."
- El Paso ISD terminates the Project in accordance with the provisions of the IBM Customer Agreement.
- The End Date for the contract is reached

7.0 CHARGES

Total Charges

\$3,528,800

IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-Rate program. IBM will not begin work on this project without written notification from EPISD that funding has been approved and that work should begin. If such notification has not been received by December 31, 2002, at IBM's option, IBM may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix B.

E-Rate Invoicing: Prior to commencing work, IBM requires 1) a fully signed contract signature sheet: 2) a P.O. in the amount that the E-Rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and; 3) a copy of the USAC's Funding Commitment Decision Letter.

As a service to the school, IBM will perform dual billing per E-Rate terms and conditions. First, IBM will invoice the school monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, IBM will invoice the E-Rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items. Payment is due as specified in the invoice.

Please note that although IBM will bill the school for the 'non-discounted' portion and other charges not eligible under the E-Rate program, the school assumes responsibility for the entire contract services charge. Not withstanding any other provision, the District has the right to terminate this agreement for business reasons if written termination notice is given to IBM prior to any work being perform or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc.

IBM Service Provider Identification Number (SPIN): 143005607

IBM reserves a purchase money security interest in the Machines until IBM receives payment of the amounts due. You authorize IBM to prepare and file a financing statement to perfect its purchase money security interest in all Machines you order and IBM delivers under this Statement of Work.

APPENDIX A DELIVERABLE / DOCUMENTATION GUIDELINES

A1. Monthly Status Reports

Purpose: IBM will provide Status Reports monthly during the project to describe the activities, which took place during that period. Significant accomplishments, milestones and problems will be described.

Delivery: One (1) hard copy will be delivered to the El Paso ISD Project Manager within five (5) working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- · Activities performed during the reporting period
- · Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Billing summary

A.2 Site Survey Document—Documentation

Purpose

IBM will provide a Site Survey Document for El Paso ISD location detailing locations, requirements, and special considerations.

Delivery

One (1) hard copy of the document and on (1) electronic copy will be delivered to the El Paso ISD Project Manager.

Content

The report will consist of the following, as appropriate:

- Site general information
- Site special considerations
- Equipment room locations and requirements

APPENDIX B

Project Change Control Procedure

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

APPENDIX C SIGNATURE PAGE

IBM (we) will provide, and El Paso ISD (you) agree to accept, IBM Services (Services) for "Fiber Network Excusive Internet Access" under the terms and conditions of the IBM Customer Agreement and this Statement of Work.

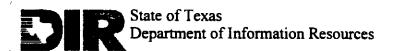
For Scope of Services, Completion Criteria, Charges and other applicable terms refer to the IBM Proposal for the provisions of El Paso ISD "Fiber Network Exclusive Internet Access", dated January 17, 2002. IBM is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should El Paso ISD not receive the requested funding for E-rate 5 or should El Paso ISD receive only partial funding, IBM will work with El Paso ISD to incorporate those portions of E-rate 5 funding that can be accomplished based upon available funding. It is specifically understood by IBM and El Paso ISD that no E-rate 5 activity will occur prior to IBM's receipt from El Paso ISD of written authorization to proceed. It is understood by El Paso ISD and IBM that this SOW and its associated pricing is based upon IBM receiving written approval from El Paso ISD to proceed with E-rate 5 no later than December 30, 2002. In the event this approval is not received by this date, IBM reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by IBM prior to June 30, 2003.

This proposal will remain valid through December 31, 2002.

Total Charges: \$3,528,800, which includes travel and living expenses, and applicable taxes, which are the responsibility of El Paso ISD.

Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) the *IBM Customer Agreement* (or any equivalent agreement signed by both of us).

Agreed to:	Agreed to		
El Paso ISD	International Business Machines Corporation		
By Cash 1 Johnston (Authorized Signature)	By (Authorized Signature)		
Name JACK S. SOHNSTON	Name MICHAEL PAST		
Date 1-16-02	Date /-/6-0~		
Customer Number2716257	IBM Customer Agreement No.BN8C298		
Customer Address:	IBM Office Address:		
El Paso Independent School Disctrict			
6531 Boeing Dr.	4487 N. Mesa, Suite 200		
El Paso, TX 79925	El Paso, TX 79902		
Project name or identifier	El Paso ISDInternet Access		
Start Date: July 1, 2002	End Date: <u>June 30, 2003</u>		





	Products and Services
Products and Services •	Long Distance Service
•	Overview of Long Distance (LD) Service
•	Long distance phone calls fall into four categories: international; interstate, interlata (between LATAs) or intralata (long distance within one LATA). T
•	TEX-AN 2000 network offers users a choice for long distance (LD) voice
•	service using either AT&T's Software Defined Network (SDN) or SWB's p long distance service. This allows the State of Texas to reap the benefits of public switched network while ensuring the State achieves the features and
•	functionality associated with a private solution. Both carriers provide cost effective service solutions for big and small customers alike. Small custom
• Vendor FAQs	with minimal LD needs may access the network on a switched basis (i.e., I distance services provided over your local phone lines), while larger custo
Related Information	may find it more economical to access the network on a dedicated basis (i. users must install a dedicated line used for LD).
•	Traditional 1+ Long Distance Service - Switched Additional Instructions concerning PIC'ing LD carriers
	IntraLATA and InterLATA Long Distance Service
	Toll Free Service
•	Dedicated Long Distance Service
	Ordering Service
•	Rates
•	Traditional 1+ Long Distance Service
Search DIR	Traditional long distance service is accomplished simply by dialing "1" plu Area Code and the seven digit phone number of the desired party. TEX-A
Search	offers this service to all eligible customers. Customers connecting to the T AN network via switched access will be charged at the switched originatio rates. The price per minute will depend on whether the terminating number switched or dedicated. Switched LD service for TEX-AN 2000 is provided two categories: Interlata and Intralata. Customers may choose either AT&T
	Southwestern Bell (SWB) for their intralata and interlata carrier. Please see

InterLATA and IntraLATA Long Distance Service

pricing table for the rates that apply to switched originating calls.

All switched long distance phone calls made entirely within the state of Te

are categorized as being either IntraLATA or InterLATA. Customers conn to the TEX-AN network via switched access will be charged at the switche origination rates. Customers may choose either AT&T or Southwestern Bel (SWB) for their intralata and interlata carrier. Please see the pricing table f rates that apply to switched originating calls.

Interlata vs Intralata

The State of Texas is partitioned into eighteen Local Access and Transport (LATAs) shown in the map below.



Toll-free service

The TEX-AN network offers dedicated toll-free service via AT&T's Megac service or SWB's dedicated toll-free service. Switched toll-free service is al provided by both carriers. Please see the pricing table for the toll-free rates.

Dedicated Long Distance Service

Dedicated LD service is available using DS0, T1 or DS3 access circuits. T dedicated circuits are installed at the customer location and terminate at the nearest carrier's point of presence (POP). DIR has significantly simplified t dedicated access pricing for these circuits from that of TEX-AN III by negotiating flat rate pricing for various mileage bands statewide. Please see rate table located at the end of this section for the mileage bands and